

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JAMES POHL,

Plaintiff,

v.

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
LOCAL 16 PENSION PLAN, et al.,

Defendants.

Case No. 24-cv-02120-KAW

**ORDER GRANTING MOTION TO
DISMISS SECOND AMENDED
COMPLAINT**

Re: Dkt. No. 45

On December 9, 2024, Plaintiff James Pohl filed the operative complaint against Defendants International Alliance of Theatrical Stage Employees Local 16 Pension Plan (“Pension Plan”), Board of Trustees of IATSE Local 16 Pension Plan Trust Fund (“Board of Trustees”), BeneSys Administrators (“BeneSys”), and IATSE Local 16 (“Union”), alleging violations of the Employee Retirement Income Security Act (“ERISA”). (Second Amend. Compl. (“SAC”), Dkt. No. 43.) Pending before the Court is Defendant Union’s motion to dismiss. (Union Mot. to Dismiss, Dkt. No. 45.)¹

The Court previously deemed the matter suitable for disposition without a hearing pursuant to Civil Local Rule 7-1(b), and vacated the February 20, 2025 hearing. (Dkt. No. 54.) Having considered the parties’ filings and the relevant legal authorities, the Court GRANTS Defendant Union’s motion to dismiss.

I. BACKGROUND

From 1983 to 1991, Plaintiff was employed in the Union’s jurisdiction and was a

¹ The remaining Defendants filed their answer on January 7, 2025. (Dkt. No. 47.)

1 participant in the 1991 Pension Plan. (SAC ¶ 14.) Plaintiff alleges that he was a Non-Collectively
2 Bargained Participant. (FAC ¶ 14.)

3 In June 2021, Plaintiff spoke with Defendant BeneSys's Pension Coordinator, Sophia
4 Aranda, stating that he was 100% vested. (SAC ¶ 21.) In July 2021, Plaintiff received a Benefit
5 Election Form from Defendant BeneSys, stating that Plaintiff was only 76% vested. (SAC ¶ 22.)
6 Plaintiff asserts this was faulty and based on incorrectly classifying him as a Collectively
7 Bargained Participant. (SAC ¶ 22.)

8 On September 6, 2021, Plaintiff submitted an appeal. (SAC ¶ 25.) On November 5, 2021,
9 Plan Manager Rachel Mora informed Ms. Aranda that she had spoken to James Beaumonte, who
10 was then the President of Defendant Union and a Trustee of Defendant Pension Plan. (SAC ¶ 33.)
11 Specifically, Ms. Mora stated: "I spoke with Jim and he says the calculation is accurate. . . .
12 [Plaintiff] was never an NB [Non-Collectively Bargained] employee. The Union staff was the
13 only staff that was NB." (SAC ¶ 33, Exh. I.) Ms. Aranda documented Mr. Beaumonte's opinion
14 in Defendant BeneSys's database. (SAC ¶ 33, Exh. J.) Plaintiff alleges that when making this
15 opinion, Mr. Beaumonte was acting in his capacity as the President of Defendant Union rather
16 than a Trustee of Defendant Pension Plan because trustees cannot act independently to interpret
17 the Plan. (SAC ¶ 34.)

18 On February 28, 2022, Defendant Board of Trustees considered Plaintiff's appeal based on
19 an allegedly inadequate appeal packet prepared by Defendant BeneSys. (SAC ¶¶ 50-52, 54.)
20 Defendant Board of Trustees tabled the appeal pending additional information that would be
21 presented to the Appeals Sub-Committee. (SAC ¶ 52.)

22 On April 7, 2022, the Appeals Sub-Committee considered and denied Plaintiff's appeal.
23 (SAC ¶¶ 54, 59.) Plaintiff alleges that Defendant Union omitted applicable and relevant collective
24 bargaining agreements ("CBAs") from the packet, crippling his appeal. (SAC ¶ 59.) Only two
25 trustees attended the meeting: Mr. Beaumonte and Lance Hughston II. (SAC ¶ 60.) Plaintiff
26 alleges that Mr. Hughston, who is an Employer Trustee, was improperly appointed as an Employer
27 Trustee because he is both an employer and a member of Defendant Union. (SAC ¶ 69.) Plaintiff
28 further alleges that Mr. Hughston's company provides payroll services in contract with Defendant

Union, creating a conflict of interest. (SAC ¶ 70.) Thus, because the LMRA requires that employees and employers are equally represented in the administration of a fund, Plaintiff contends that Defendant Union had unequal control of Defendant Board of Trustees and thus became a fiduciary. (SAC ¶¶ 71, 72.)

On April 15, 2022, Plaintiff received a letter stating that his appeal had been denied. (SAC ¶ 75.) On April 6, 2024, Plaintiff filed the instant action. (Compl., Dkt. No. 1.) On July 16, 2024, Defendant Union filed a motion to dismiss the then-operative complaint. (Dkt. No. 22.) On October 31, 2024, the Court granted Defendant Union's motion to dismiss because Plaintiff failed to allege specific acts committed by Defendant Union, but gave Plaintiff leave to amend. (Dismissal Order at 9-10, Dkt. No. 36.)

On December 9, 2024, Plaintiff filed the operative complaint, bringing a claim for benefits pursuant to ERISA § 502(a)(1)(B) against Defendant Union. (SAC at 23.) On December 23, 2024, Defendant Union filed the instant motion to dismiss. On January 19, 2025, Plaintiff filed his opposition. (Pl.'s Opp'n, Dkt. No. 51.) On January 27, 2025, Defendant Union filed its reply. (Union Reply, Dkt. No. 52.)

II. LEGAL STANDARD

Under Federal Rule of Civil Procedure 12(b)(6), a party may file a motion to dismiss based on the failure to state a claim upon which relief may be granted. A motion to dismiss under Rule 12(b)(6) tests the legal sufficiency of the claims asserted in the complaint. *Navarro v. Block*, 250 F.3d 729, 732 (9th Cir. 2001).

In considering such a motion, a court must “accept as true all of the factual allegations contained in the complaint,” *Erickson v. Pardus*, 551 U.S. 89, 94 (2007) (per curiam) (citation omitted), and may dismiss the case or a claim “only where there is no cognizable legal theory” or there is an absence of “sufficient factual matter to state a facially plausible claim to relief.” *Shroyer v. New Cingular Wireless Servs., Inc.*, 622 F.3d 1035, 1041 (9th Cir. 2010) (citing *Ashcroft v. Iqbal*, 556 U.S. 662, 677-78 (2009); *Navarro*, 250 F.3d at 732) (internal quotation marks omitted).

A claim is plausible on its face when a plaintiff “pleads factual content that allows the

1 court to draw the reasonable inference that the defendant is liable for the misconduct alleged.”
 2 *Iqbal*, 556 U.S. at 678 (citation omitted). In other words, the facts alleged must demonstrate
 3 “more than labels and conclusions, and a formulaic recitation of the elements of a cause of action
 4 will not do.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007).

5 “Threadbare recitals of the elements of a cause of action” and “conclusory statements” are
 6 inadequate. *Iqbal*, 556 U.S. at 678; *see also Epstein v. Wash. Energy Co.*, 83 F.3d 1136, 1140 (9th
 7 Cir. 1996) (“[C]onclusory allegations of law and unwarranted inferences are insufficient to defeat
 8 a motion to dismiss for failure to state a claim.”). “The plausibility standard is not akin to a
 9 probability requirement, but it asks for more than a sheer possibility that a defendant has acted
 10 unlawfully When a complaint pleads facts that are merely consistent with a defendant’s
 11 liability, it stops short of the line between possibility and plausibility of entitlement to relief.”
 12 *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 557) (internal citations omitted).

13 Generally, if the court grants a motion to dismiss, it should grant leave to amend even if no
 14 request to amend is made “unless it determines that the pleading could not possibly be cured by
 15 the allegation of other facts.” *Lopez v. Smith*, 203 F.3d 1122, 1127 (9th Cir. 2000) (citations
 16 omitted).

17 III. DISCUSSION

18 “As a matter of federal law, a union and its representatives are not agents of a trust fund
 19 created by a collective bargaining agreement.” *Waggoner v. Dallaire*, 649 F.2d 1362, 1368 (9th
 20 Cir. 1981). Rather, “[t]rust authorities . . . have long been held to constitute a distinct and
 21 independent entity separate from the union that negotiates the collective bargaining agreement
 22 establishing a trust.” *Id.*; *see also Operating Eng’rs Pension Tr. v. Cecil Backhoe Serv., Inc.*, 795
 23 F.2d 1501, 1507 (9th Cir. 1986) (same). Thus, “[t]hese trust authorities by law have no authority
 24 to direct union activities, and unions are involved with the trust authorities only to the extent of
 25 selecting half of the trustees.” *Waggoner*, 649 F.2d at 1362. Accordingly, the Court previously
 26 dismissed Plaintiff’s complaint as to Defendant Trust, explaining: “Defendant Union cannot
 27 automatically be held liable for the actions of Defendant Pension Plan or Board of Trustees
 28 because they are separate entities. Plaintiff must allege specific acts committed by Defendant

1 Union itself.” (Dismissal Order at 9-10.)

2 Here, Plaintiff argues that Defendant Union is liable as a “*de facto* fiduciary” because he
3 believes Mr. Beaumonte was acting in his capacity as Defendant Union’s President when he
4 opined about Plaintiff’s bargaining status. (Pl.’s Opp’n at 17.) In *Pegram v. Herdrich*, the
5 Supreme Court recognized that “the trustee under ERISA may wear different hats.” 530 U.S. 211,
6 225 (2000). ERISA, however, requires “that the fiduciary with two hats wear only one at a time,
7 and wear the fiduciary hat while making fiduciary decisions.” *Id.* “In every case charging breach
8 of ERISA fiduciary duty, then, the threshold question is not whether the actions of some person
9 employed to provide services under a plan adversely affected a plan beneficiary’s interest, but
10 whether that person was acting as a fiduciary (that is, was performing a fiduciary function) when
11 taking the action subject to complaint.” *Id.* at 226. Thus, the question here is whether Plaintiff
12 has alleged facts demonstrating that Mr. Beaumonte was acting as Defendant Union’s President
13 when he opined that Plaintiff’s bargaining status.

14 The Court finds he has not. In arguing that Mr. Beaumonte was acting as Defendant
15 Union’s President, Plaintiff points to the Plan of Benefits, which states: “Only the Board of
16 Trustees is authorized to interpret the Plan of Benefits described in this booklet. No individual
17 Trustee, union representative or employer representative is authorized to interpret this plan on
18 behalf of the Board or to act as an agent of the Board.” (*Id.*) Thus, Plaintiff argues that because
19 Mr. Beaumonte was not permitted as a Trustee to interpret the Plan of Benefits by opining about
20 Plaintiff’s bargaining status, he **must** have been acting in his capacity as Defendant Union’s
21 President. (*Id.*)

22 This conclusion is not sustainable. Even if Mr. Beaumonte was acting outside the
23 permissible scope of his role as a Trustee, this does not automatically mean he was acting as
24 Defendant Union’s President. Indeed, there is nothing to suggest that Mr. Beaumonte would have
25 been able to opine about Plaintiff’s bargaining status in his role as Defendant Union’s President.
26 This is particularly the case where the complained of action -- interpreting the Plan of Benefits --
27 is a function related to Mr. Beaumonte’s Trustee role, rather than the collective bargaining
28 function related to his role as Defendant Union’s President. Thus, Mr. Beaumonte’s actions are

1 not sufficient to impute liability on Defendant Union.

2 In the alternative, Plaintiff argues that Defendant Union excluded CBAs and side letters
3 from the packet that was presented to Defendant Board of Trustees and the Appeals
4 Subcommittee. (Pl.'s Opp'n at 6-7.) Plaintiff, however, does not allege that Defendant Union
5 prepared this packet; rather, Plaintiff alleges that Defendant *BeneSys* prepared the packet. (SAC ¶
6 54.) Plaintiff also fails to cite any authority that suggests Defendant Union would have any
7 responsibility in ensuring the adequacy of a packet prepared for Defendant Board of Trustees.
8 Rather, as the Ninth Circuit has recognized, "unions are involved with the trust authorities only to
9 the extent of selecting half of the trustees." *Waggoner*, 649 F.2d at 1368.

10 Finally, Plaintiff argues that Defendant Union was "fully in charge" of the denial of
11 benefits because Mr. Hughston was improperly appointed as an Employer Trustee. (Pl.'s Opp'n at
12 9.) The LMRA requires that "employers and employees are equally represented by trustees in the
13 administration of the fund." *Quad City Builders Assoc. v. Tri City Bricklayers Union*, 431 F.2d
14 999, 1003 (8th Cir. 1970). Plaintiff contends that because Mr. Hughston was both a member of
15 Defendant Union and did business with Defendant Union, he had a conflict of interest and should
16 not have been appointed an Employer Trustee. (Pl.'s Opp'n at 10-11.)

17 Even if this was the case, however, Plaintiff cites no authority that the failure to satisfy the
18 LMRA's equal representation requirement automatically means that a union is "in charge" of the
19 board of trustees and therefore legally liable for actions taken by the trustees. Rather, assuming
20 Mr. Hughston was improperly appointed as an Employer Trustee, it appears the relief would be to
21 enjoin him from serving as an Employer Trustee, not hold Defendant Union liable for all actions
22 taken by Defendant Board of Trustees during the time of his service. *See Quad City Builders*
23 *Assoc.*, 431 F.2d at 1004. To find otherwise would be contrary to *Pegram*, which again
24 recognized that individuals wear different hats depending on the function they are performing.
25 530 U.S. at 226. Here, any decisions made regarding Plaintiff's benefits would still be related to
26 Trustee responsibilities, not the collective bargaining responsibilities related to Defendant Union.

27 Accordingly, the Court finds that Plaintiff has not alleged that Defendant Union is a proper
28 party in this action, as Plaintiff has not identified actions taken by Defendant Union or that would


1 otherwise impute liability on Defendant Union. Ultimately, this action concerns a benefits
2 determination based on the actions taken by the remaining Defendants. The Court thus concludes
3 that further amendment would be futile, particularly as this is Plaintiff's second attempt to allege
4 adequate facts related to Defendant Union. While Plaintiff raises concerns that he may need to
5 obtain discovery from Defendant Union and its officers, Defendant Union does not have to be a
6 party in this case for Plaintiff to obtain such discovery should discovery be permitted outside of
7 the administrative record. Plaintiff, for example, would then have the option of serving a
8 subpoena on a non-party.

9 IV. CONCLUSION

10 For the reasons stated above, the Court GRANTS Defendant Union's motion to dismiss
11 with prejudice.

12 IT IS SO ORDERED.

13 Dated: March 14, 2025

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KANDIS A. WESTMORE
15 United States Magistrate Judge
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